

#14

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Mail Frontier, Inc.

Application No./Patent No.: 09/361,678 Filed/Issue Date: July 27, 1999

Entitled: Method and System for Internet Personalization

Mail Frontier, Inc., a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %  
in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Oliver et al. To: Ultimode, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: Ultimode, Inc. To: Dynaptics Corporation  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: Dynaptics Corp. To: SKYchange, Inc.  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee..

July 2004  
Date  
408-973-2590  
Telephone number

Lee Van Pelt  
Typed or printed name  
[Signature]  
Signature  
Attorney  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**SUPPLEMENTAL STATEMENT UNDER 37 CFR 3.73 (b)**

4. From: Skychange, Inc. To: MailFrontier, Inc.

The document was recorded in the United States Patent and Trademark  
Office at

Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof  
is attached.

**CONFIDENTIAL**

**PATENT**  
**Attorney Docket No: 358.02**

IN TESTIMONY WHEREOF, Assignors have heretofore signed their names to this assignment on the date indicated  
below.

Date: \_\_\_\_\_, 1999

By: \_\_\_\_\_  
Jonathan Oliver

Date: 20<sup>th</sup> August, 1999

By: R Baxter  
Rohan Baxter

Date: \_\_\_\_\_, 1999

By: \_\_\_\_\_  
Wray Bungie

Date: 20<sup>th</sup> August, 1999

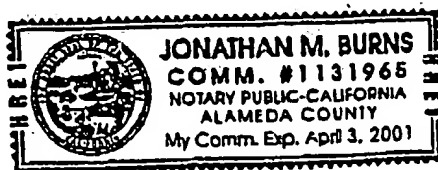
By: S Waterhouse  
Steven Waterhouse

STATE OF California )  
COUNTY OF Alameda ) ss.

On this 20 day of August, in the year of 1999, before me, the undersigned notary public, personally appeared the above-named assignor, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Jonathan M. Burns  
Notary Public



**CONFIDENTIAL**

**PATENT**  
**Attorney Docket No: 358.02**

IN TESTIMONY WHEREOF, Assignors have hereunto signed their names to this assignment on the date indicated below:

Date: Jul 27 / 1999

By: Jonathan Oliver  
Jonathan Oliver

Date:        1999

By:         
Roban Baxter

Date: July 27th 1999

By: Wray Buntine  
Wray Buntine

Date:        1999

By:         
Steven Waterhouse

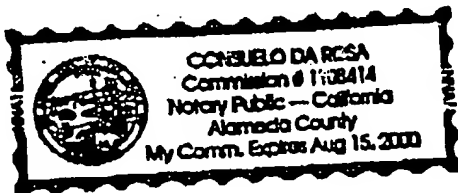
notarized  
separately.

STATE OF California  
COUNTY OF Alameda ss.

On this 27 day of July in the year of 1999 before me, the undersigned notary public, personally appeared the above-named assignor, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Consuelo D. Rosa  
Notary Public



ASSIGNMENT  
(BY INVENTOR(S))

This assignment ("Assignment") is made by the bankruptcy estate of Dynaptics Corporation, by and through Suzanne L. Decker ("Trustee"), the duly appointed and acting Chapter 7 Trustee in bankruptcy for the estate of Dynaptics Corporation, of 2 North Second Street, San Jose, California (the "Assignor"), to Skychange, Inc. ("Assignee"), having a place of business at 145 West 58<sup>th</sup> Street, Suite 14M, New York, New York.

Recitals

A. Assignor has invented a new and useful invention entitled *Method and System for Internet Personalization*, for which a Provisional Application No. 9/361,678 for United States Letters Patent was filed on July 27, 1999 in the United States Patent and Trademark Office.

B. To the best of the Trustee's knowledge, Assignor is the original, and sole inventor of the invention disclosed and/or claimed in the application for Letters Patent.

C. The parties desire to have a recordable instrument assigning from the Assignor to the Assignee the entire rights, title and interest in and to the invention, the application and all Letters Patent in the United States and throughout the world that may be granted or issued for the invention or that derive a right of priority from the application (including, without limitation, all divisional, continuation, continuation-in-part and continued prosecution applications thereof, and all reissues and reexaminations thereof, and all foreign counterparts thereof) (collectively, the "Invention Patents").

Agreement

NOW, THEREFORE, in accordance with the obligations to assign the Invention Patents and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees to the foregoing and as follows:

1. Assignor does and will sell, assign and transfer to Assignee, such Assignor's entire rights, title, and interest in and to each of the Invention Patents, including, without limitation, the rights to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.
2. Assignor agrees that, upon request and without further compensation, but at no expense to such Assignor, such Assignor and such Assignor's legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, and for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world. In the event that Assignee is unable for any reason to secure any Assignor's signature to any document that may be necessary or desirable for obtaining, sustaining, reissuing, or enforcing each of the Invention Patents in the United States and throughout the world, or for perfecting, recording, or maintaining the title of Assignee, and Assignee's successors and assigns, in and to each of the Invention Patents in the United States and throughout the world, each such Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as such Assignor's agents

and attorneys-in-fact to act for and on such Assignor's behalf and instead of such Assignor to execute such document, all with the same legal force and effect as if executed by such Assignor.

3. The Trustee represents and warrants that the Trustee has not caused Assignor to grant and will not grant to others either (1) any rights, title or interest in and to any of the Invention Patents, or (2) any rights inconsistent with the rights granted herein.

4. Assignor authorizes and requests the Commissioner for Patents of the United States and the various counterparts thereof throughout the world to issue and/or grant any Letters Patent granted for each of the Invention Patents to Assignee, its successors and assigns, as the assignee of the entire interest in such Invention Patents.

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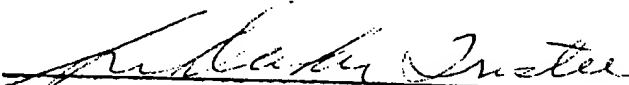
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5. This Assignment is entered into pursuant to the terms of that certain Asset Purchase Agreement of even date ("Sale Agreement"), which exclusively governs the terms of this Assignment. No waiver, amendment, or modification of this Agreement shall be effective against the Assignee, unless in writing executed by a duly authorized representative of the Assignee. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the state/province of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents. Each of the parties irrevocably consents to the exclusive personal jurisdiction of the federal and state courts located in California, as applicable, for any matter arising out of or relating to this Assignment, except that in any action seeking to enforce any order or any judgment of such federal or state courts located in California, such personal jurisdiction shall be nonexclusive. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Assignee for which there will be no adequate remedy at law, and Assignee shall be entitled to injunctive relief and/or a decree of specific performance, and such other relief as may be proper.

Date: May 16, 2002

  
Suzanne L. Decker, Chapter 7 Trustee in  
bankruptcy for the estate of Dynaptics Corporation,  
Case No. Case No. 01-55690 MM



## PATENT ASSIGNMENT

Skychange, Inc., a Delaware corporation having a place of business at 424 West End Avenue, Ste 5F, New York, NY 10024, ("Skychange, Inc.") certifies that to the best of Skychange, Inc.'s knowledge and belief it is the sole assignee of United States Patent Application No. 09/361,678 filed July 27, 1999 entitled METHOD AND SYSTEM FOR INTERNET PERSONALIZATION.

SKYCHANGE, INC. hereby:

- 1) Assigns and transfers to MailFrontier, Inc., a Delaware corporation, having a place of business at 1841 Page Mill Road, Palo Alto, CA 94304 ("MailFrontier, Inc.") the entire right title and interest to the above referenced patent application and to any and all improvements and inventions disclosed in, application(s) (including continuations, divisionals and continuations in part) based upon, and Patent(s) (including foreign patents) granted upon the information that is disclosed in the above referenced patent application.
- 2) Authorize and request the Commissioner of Patents to issue any and all Letters Patents resulting from patent applications claiming priority to or otherwise related to the above referenced patent application including any division(s), continuation(s), substitutes(s) or reissue(s) thereof to MailFrontier, Inc..

Signed on the date(s) indicated beside my (our) signature(s).

Skychange, Inc.

By

Melissa M.  
Name

CEO  
Title

7/1/04  
Date

**ASSIGNMENT**

Whereas, I, JONATHAN JAMES OLIVER on behalf of ULTIMODE, INC. having agreed to assign the below identified invention to DYNAPTICS CORPORATION ("DYNAPTICS"), California corporation having its principal place of business at Two North Second Street, Suite 400, San Jose, CA 95113, for good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign, and transfer unto DYNAPTICS, its successors and assigns, the entire right, title, and interest, including the right of priority in, to and under an application for Letters Patents of the United States entitled:

**"METHOD AND SYSTEM FOR INTERNET PERSONALIZATION"**

\_\_\_\_\_ filed herewith and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor; or

X Serial No.: 09/361,678, filed on 07/27/1999  
and the inventions set forth and described therein, and any and all Letters Patent of the United States and of countries foreign thereto which may be granted thereon or therefor;

And for the above consideration, we agree promptly upon request of "DYNAPTICS", its successors or assigns, to execute and deliver without further compensation any power of attorney, assignment, application, whether original, continuation, divisional, or reissue, or other papers which may be necessary or desirable fully to secure to "DYNAPTICS", its successors and assigns, the inventions described in said application and all patent rights therein, in the United States and in any country foreign thereto, and to cooperate and assist in the prosecution of interference proceedings involving said inventions and in the adjudication or reexamination of said Letters Patent.

Assignor's Signature:

Jonathan OliverJONATHAN JAMES OLIVER  
ULTIMODE, INC.

Date:

8/Feb/2001

**CONFIDENTIAL**

**PATENT**  
Attorney Docket No. 308.02

## ASSIGNMENT

WHEREAS I/We, the below named inventors, hereinafter referred to as "ASSIGNORS", are the owners of certain new and useful improvements as described and set forth in the below-identified application for United States Letters Patent:

Title of Invention: **METHOD AND SYSTEM FOR INTERNET PERSONALIZATION**

Date of Execution: 27/July/99 Filing Date: 27/July/99 Serial No.: 09/361,678

WHEREAS Ultimode, Inc., 2201 Broadway Street, 2nd Floor, Oakland, California 94612, a corporation of California, hereinafter referred to as "ASSIGNEE", is desirous of acquiring the entire right, title and interest in and to said invention and application and in any Letters Patent which may be granted on the same:

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that for One Dollar (\$1.00) and other good and valuable considerations, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all right, title and interest in and to the said invention, said application for United States Letters Patent, and any Letters Patent which may hereafter be granted on the same in the United States and all countries throughout the world including any divisions, renewals, continuations in whole or in part, substitutions, conversions, reissues, prolongations or extensions thereof, said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignors had this assignment and transfer not been made, to the full end and term of any such Letters Patent.

Assignor further agrees that they will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers, including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee lawfully may request, to obtain or maintain Letters Patent for said invention and improvement in any and all countries, and to vest title thereto in said Assignee, or Assignee's successors and assigns.